It is a general rule that the recording of a deed is *prima facie* evidence of delivery. *Stiles* v. *Probst*, 69 Ill. 382; *Harshbarger* v. *Carroll*, 163 Ill. 636. But this presumption may be overcome by evidence. *Union Mutual Insurance Co.* v. *Campbell*, 95 Ill. 267. Where, however, a parent desiring to dispose of his property in his lifetime voluntarily settles property on his children who may or may not be of age, records the deed, retains it in his possession and continues to live on the property, it has been repeatedly held that a delivery of the deed will be presumed and proof of actual delivery is unnecessary. *Valter* v. *Blavka*, 195 Ill. 610; *Bunn* v. *Winthrop*, 1 Johns. Ch. 334; *Colee* v. *Colee*, 122 Ind. 109; *Bunnell* v. *Bunnell* (1901), — Ky. —, 64 S. W. 420. But the court in the principal case said that the presumption of delivery in favor of the grantees did not obtain since they were all of age and were not present at the execution of the deed and knew nothing of it until after it was recorded; and the fact that this farm was all the father possessed and the transfer of it would have left him penniless, coupled with the fact that the father retained possession of the deed telling his daughters where they might find it in case of his death and continued to live on the farm showed clearly that the deed was in the nature of a testamentary disposition of property; and the fact that he stated to several persons that he had made a deed of his farm to his daughters was not inconsistent with the view that he intended the deed to take effect after his death.

EJECTMENT—DESCRIPTION — VERDICT — JUDGMENT.—W. J. Jernigan brought an action of ejectment in Santa Rosa county against John Hoodless for the recovery of certain land. Upon trial being had the following verdict was rendered: "We, the jury, find that the plaintiff is entitled to the lands in dispute, to-wit: S. ½ of lot 2, T. 1 N., R. 28 west, containing 40 acres, more or less, and assess plaintiff's damages at $25." Judgment was entered on verdict, but did not describe the land. *Held*, judgment and verdict are defective as contrary to section 1515 of the Revised Statutes of 1892. *Hoodless* v. *Jernigan* (1903), — Fla. —, 35 South Rep. 656.

The principle is well settled that the judgment must follow the verdict, hence if a verdict is defective the judgment will also be; ENC. OF PLEADING AND PRACTICE. Vol. 7. 349; but as to what constitutes a good verdict in ejectment the courts are by no means so well settled. In the recent case of *Webb et al* v. *Reynolds* (1904), Ala. — 36 South Rep. 75 the following was held a good verdict: "for the land sued for," there being no description. In several states a wide latitude in a verdict in ejectment is permitted. *Hulton* v. *Read*, 25 Cal. 478; *Emery* v. *Osgood*, 83 Mass. 244; *Pike* v. *Sutton*, 21 Colo. 84.

EJECTMENT—EQUITABLE TITLE IN PLAINTIFF.—One Davis having entered into a contract for the purchase of some land with Timothy Ely and wife, and having fulfilled his part of the contract brings an action of specific performance against Ely, and a decree is given in Davis' favor. Davis having died the land is sold by his administrator to one Skinner, the plaintiff in this suit, who brings this action of ejectment against Harvey Terry, holder of the legal title to the land, which he acquired at a sheriff's sale, where it was sold on a judgment against Ely rendered after the decree for specific performance was rendered, but before it had been recorded as required by statute to pass the legal title. *Held*, that the owner of the equitable title may maintain ejectment against the holder of the bare legal title. *Skinner* v. *Terry* (1904), — N. C. —, 46 S. E. Rep. 517.

While this decision is well supported by North Carolina decisions (*Farmer*